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**HOTCHKISS, TRUSTEE, v. MIDDLEKUF AND OTHERS.**—Decided at Richmond, January 12, 1899.—*Keith, P.* Absent, *Riely and Cardwell, JJ.*:

1. **POWERS OF ATTORNEY**—*Strictly construed*—*Sale of land under a power to recover*—*Requisite of power to make a deed.* A power of attorney which simply authorizes the attorney to demand and receive all real and personal property of the principal does not confer authority to sell and convey his real estate. Powers of attorney are construed strictly, and though the intention of the parties is to be considered in construing the language used, the authority of the attorney is never considered to be greater than that warranted by the language of the instrument, or indispensable to the effective operation of such authority. Authority to execute a deed must be by deed.

2. **CHANCERY JURISDICTION**—*Sale of lands out of State*—*Power to compel conveyance of lands out of State.* Real estate is exclusively subject to the laws and jurisdiction of the courts of the State in which it is located. Courts of equity in one State cannot decree the sale of lands of a person under disability lying in another State. In cases of fraud, trust or contract, however, courts of equity having jurisdiction over the parties, may administer full relief without regard to the nature or situation of the property, and may even compel the conveyance of property which lies beyond its jurisdiction, provided it can be reached by the exercise of its powers over the persons before it, and the relief is of such nature as the court is capable of administering. It is no violation of the sovereignty of the one State for a court of equity of another State to compel a party before it to do an act which, if done voluntarily anywhere, would not be such violation.

3. **RATIFICATION**—*Confirmation*—*Waiver.* Ratification and acquiescence imply knowledge, and no man will be held to have waived rights of which he was ignorant, nor to have ratified a deed when ignorant of its existence and of the circumstances attending its execution.

4. **DEEDS**—*Tax-title.* A deed from a clerk of the County Court conveying to a purchaser land sold for taxes conveys only such title as was vested in the party assessed with the taxes on account whereof the sale was made.

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**WARING v. WARING.**—Decided at Richmond, January 12, 1899.—*Buchanan, J.* Absent, *Cardwell and Riely, JJ.*:

1. **WILLS**—*Case in judgment*—*Vested remainders.* A devise to a son "during his natural life, and at his death to his children," creates a vested remainder in each of the children, and is unaffected by a subsequent clause of the will devising the estate over in the event of the death of the son without lineal descendants living at his death, the son having left such descendants.

2. **CONSTRUCTION OF WRITTEN INSTRUMENTS**—*Technical words*—*Words of definite signification*—*Children.* Technical words in a will are presumed to have been used technically, and words of a definite legal signification are to be understood as used in their definite legal sense unless the contrary appears on the face of the instrument. The word "children" has a definite legal signification, and, when not coupled with other words, generally means issues in the first degree.